

EXHIBIT 5

Whole Foods Market Group Benefit Plan Summary Plan Description

Updated effective January 2012

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- The Whole Foods Market Personal Wellness Account Plan; and
- The Whole Foods Market Severance Pay Plan.

In addition to the foregoing Benefit Programs, the Company sponsors the Whole Foods Market Cafeteria Plan to allow eligible Team Members the opportunity to pay for coverage under the other Benefit Programs and make pre-tax contributions to a Health Savings Account. *A detailed explanation of the Cafeteria Plan is provided in Section 1, entitled General Information and a detailed explanation of the Health Savings Account is provided in Section 2.E., entitled Health Savings Account Program.*

How to Use this Document

This SPD of the Welfare Plan has been prepared to give you an idea of the provisions of the Welfare Plan and the Benefit Programs and about how you may benefit from participation in the plan and programs. **You should read all parts of the description carefully so that you will not only understand the ways in which you may benefit, but also certain exclusions and restrictions that may apply to you.** If you wish additional information concerning the Benefits provided under the Welfare Plan or any of the Benefit Programs, this description tells you how to obtain that information.

Each Benefit Program is described in a separate section of this SPD, except that the Cafeteria Plan is described in Section 1, entitled *General Information*. Descriptions of the Benefits available under insured Benefit Programs are provided by incorporating a summary of the insurance contract prepared by the insurance carrier into the applicable section. The terms of that summary will control except as otherwise provided. For these purposes, an “insured” Benefit Program refers to one under which the Benefits are payable pursuant to an insurance contract purchased by the Company.

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(INTRODUCTION)

Introduction

We are pleased to provide you with this Summary Plan Description (“SPD”). This SPD is intended to describe those welfare benefits offered under the Whole Foods Market Group Benefit Plan, as amended and restated effective January 1, 2005 (the “Welfare Plan”), as well as your rights and responsibilities with respect to those benefits. This SPD describes benefits offered to eligible Team Members under the following component programs (referred to herein as “Benefit Programs”):

- The Whole Foods Market Health Plan;
- The Whole Foods Market Dental Plan;
- The Whole Foods Market Vision Plan;
- The Whole Foods Market Short-Term Disability Plan;
- The Whole Foods Market Long-Term Disability Plan;
- The Whole Foods Market Life, Accidental, Death & Dismemberment Plan;
- The Whole Foods Market Health Care Reimbursement Account Plan;
- The Whole Foods Market Dependent Care Reimbursement Account Plan;

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Capitalized terms used in this SPD will have the meaning given to them in this SPD. For your convenience, terms generally used throughout this SPD are defined in the Glossary of Defined Terms included in *Section 1, entitled General Information*. Nonetheless, certain capitalized terms used in one Section of this SPD may be defined differently when used in another Section. For your convenience, terms applicable to a particular Section of this SPD will be defined in a separate Glossary of Defined Terms included in that Section.

The words “we”, “us” and “our”, as used in this SPD refer to the Welfare Plan or the applicable Benefit Program. The words “you” and “your” refer to Participants in the Welfare Plan and applicable Benefit Programs.

Limitations of this Description

This SPD summarizes the main provisions of the Welfare Plan and the Benefit Programs. **It does not constitute the complete plan document for any of the Welfare Plan or the Benefit Programs.** The Welfare Plan and the Benefit Programs are represented by separate plan documents, which are lengthy, complex legal documents, and, in some cases, separate insurance contracts, each of which are available at the Plan Administrator’s office for your inspection. In case of any conflict between the provisions of the actual plans and this SPD, the provisions of the actual plans will control.

***IMPORTANT NOTICE FOR NON-ENGLISH SPEAKING EMPLOYEES**

ASISTENCIA EN IDIOMA ESPANOL

Este documento contiene un resumen en ingles de los derechos and beneficios que la corresponden bajo el plan de seguro de accidente grupal creado y mantenido por su empresa. Si tiene alguna pregunta acerca de la informacion contenida en el documento, comuniquese con el Administrador para obtener ayuda.

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La direccion del Administrador es:

Whole Foods Market, Inc.
Global Vice President of Team Member Services
550 Bowie Street
Austin, TX 78738
(512) 477-4455

AUXÍLIO ESTRANGEIRO DE LINGUAGEM

Este livreto contem um resumo em inglês de seus direitos ao Plano e beneficios. Se tem dificuldade de entendimento em qualquer parte deste livreto, contatar o especialista da folha de pagamento e Beneficio para auxílio.

ASSISTANCE DE LANGUE ÉTRANGÈRE

Ce livret contient un résumé en anglais des droits et des prestations de votre Plan. Si vous avez des difficultés pour comprendre une partie de ce livret, contactez le responsable local des salaires et des prestations pour assistance.

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Section 13: Rights of Recovery

General

The Welfare Plan has a right to recover amounts wrongfully paid to you. In addition, the Welfare Plan has a right to reimbursement and subrogation in the event it pays Benefits to you for an illness or injury for which a third person is liable or legally responsible. This Section 13 describes the Welfare Plan's rights of recovery.

Refund of Wrongful Payments

In the event a Benefit Program pays you (or another person on your behalf) amounts in excess of the amount to which you were entitled under the terms of the applicable Benefit Program, the Plan Administrator (or its authorized delegate) may recover such amounts directly from you.

For example, the Plan Administrator has the right to recover amounts paid to or on behalf of you or your Dependents that were:

- made in error;
- due to a mistake in fact;
- advanced during the time period of meeting the calendar year Deductible; or
- advanced during the time period of meeting the Out-of-Pocket Maximum for the calendar year.

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- paid because you or your Dependent misrepresented facts.

If the Welfare Plan makes a payment to or on behalf of you or your Dependent that exceeds the amount that should have been paid, the Plan Administrator will:

- require that the overpayment be returned to the Welfare Plan, or
- reduce a future Benefit payment for you or your Dependent by the amount of the overpayment.
- If the Welfare Plan provides an advancement of Benefits to you or your Dependent during the time period for meeting the calendar year Deductible and/or meeting the Out-of-Pocket Maximum for the calendar year, the Plan Administrator may send you or your Dependent a monthly statement identifying the amount you owe with payment instructions or may conduct a courtesy call to you or a covered Dependent to discuss any outstanding balance owed to the Welfare Plan.

To the extent you fail to refund overpayments to the Welfare Plan, you may be referred for collection, your Benefits under the applicable Benefit Program may be reduced, and you may be subject to disciplinary action, including termination of employment, by your Employer.

Conditional Benefit Payments

If you or any other person or entity (including but not limited to the estate of a deceased Participant) has or may recover Benefits under a Benefit Program, the payment of any such claim for which a third party is, or may be, held responsible is subject to the following conditions:

- **First Priority Lien.** The Welfare Plan has a first priority lien against, and is entitled to recovery of, the first dollars paid or

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payable to you or on your behalf. This is true even if your recovery from the third party is characterized as general damages, or does not otherwise identify the Benefits paid by the applicable Benefit Program and even if the balance of your recovery from the third party does not fully compensate you (or make you “whole”) for your illness or injury.

- Escrow Account. Funds paid or payable to you or on your behalf for future medical claims relating to the same illness or injury for which a third party is, or may be held responsible must be set aside, in an escrow account, for your benefit. You may not seek payment or reimbursement from the Welfare Plan for your future expenses incurred and related to such claim for Benefits.
- Legal Fees and Expenses. The Welfare Plan will not pay, offset any recovery, or in any way be responsible for any fees or costs associated with pursuing a claim against a third party.
- Preservation of Rights. The Plan Administrator may, in its sole and absolute discretion, take such action as may be necessary and appropriate to preserve the Welfare Plan’s rights (including but not limited to the right to bring suit for imposition of a constructive trust or an injunctive order, file suit directly against the third party, or intervene in an action against a third party).
- Cooperation with Plan Administrator. You (or your authorized representative) will cooperate in assisting the Plan Administrator to protect the Welfare Plan’s rights to reimbursement and subrogation (including but not limited to holding recovered amounts in trust), and will not act (or fail to act) at any time or in any manner that prejudices the Welfare Plan’s rights (including but not limited to settling a

claim with a third party without advance notice to the Plan Administrator).

Reimbursement from Third Party Recoveries

The Plan has a first priority right to receive payment on any claim against a third party before you receive payment from that third party. Further, our first priority right to payment is superior to any and all claims, debts or liens asserted by any medical providers, including but not limited to hospitals or emergency treatment facilities, that assert a right to payment from funds you recover from a third party.

If you have, may have or assert any claim or right to recovery against a third party or parties, then you or your authorized representative must reimburse the Welfare Plan for the total value of the claim for benefits paid by a Benefit Program, plus the Welfare Plan’s reasonable costs of collection, if any. Notwithstanding the foregoing, the amount reimbursed will not exceed the total amount payable to you or on your behalf from (i) any policy or contract from any insurance company or carrier (including, without limitation, your own insurer) and/or (ii) any third party, plan or fund as a result of a judgment settlement, or otherwise.

Subrogation of Rights Against Third Parties

The Welfare Plan will be subrogated to all claims, demands, actions and rights of recovery against any entity including, but not limited to, third parties and insurance companies and carriers (including your own insurer).

Binding Agreements

The Plan Administrator or is authorized delegate may require you or your authorized representative to enter a binding, written agreement acknowledging the Welfare Plan’s rights of reimbursement and subrogation as described above. Any claim related to the reimbursement or subrogation right of the Welfare Plan will

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thereafter be pended and will not be processed or paid until you or your authorized representative returns an executed agreement, in the form prepared or approved by the Plan Administrator. Notwithstanding the foregoing, the fact that the Plan Administrator or its authorized delegate does not request for you or your authorized representative to sign such an agreement will not be deemed as a waiver of the Plan Administrator's right to request a written agreement at a later date or to pursue the Welfare Plan's rights to recovery.

Failure to Comply

If you (or your authorized representative) fail to comply with the conditions of your Benefits, as described above, including a failure to execute a written agreement acknowledging the Welfare Plan's rights to reimbursement and subrogation, your coverage (and the coverage of your Dependents and Beneficiaries) under the applicable Benefit Program(s) will immediately be terminated.

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